中国土木工程集团有限公司巴尔干分公司

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD

匈塞铁路 NS-1 标项目经理部一工区合同审批会签单

<table>
<tr><td colspan="6">合同名称：KM0+796 桥梁拆除工程</td></tr>
<tr><td colspan="4">合同对方全称：ELITA-COP DOO</td><td>合同份数</td><td>4 份</td></tr>
<tr><td rowspan="3">合同号</td><td rowspan="3"></td><td rowspan="3">合同金额</td><td>RSD</td><td colspan="2"></td></tr>
<tr><td>EUR</td><td colspan="2">1200000</td></tr>
<tr><td>USD</td><td colspan="2"></td></tr>
<tr><td>申请人</td><td>于金</td><td>申请部门</td><td>计划合同部</td><td>申请日期</td><td>2022.10.18</td></tr>
<tr><td colspan="6">合同类型: □物料采购合同 □服务咨询合同 □销售合同
□雇佣合同 □其他_____</td></tr>
<tr><td colspan="6">合同内容及背景描述:
根据匈塞铁路 NS-1 标一工区项目施工安排，KM0+796 桥梁拆除工作，经多方调查，只有 ELITA-COP DOO 一家单位具备此桥梁拆除能力，我部邀请 ELITA-COP DOO 施工 KM0+796 桥梁拆除工程工作，合同为总价合同。</td></tr>
<tr><td colspan="3">计划合同部：</td><td colspan="3">工 程 部：</td></tr>
<tr><td colspan="3">物资部：</td><td colspan="3">安质部：</td></tr>
<tr><td colspan="6">总工：</td></tr>
<tr><td colspan="6">副经理：</td></tr>
<tr><td colspan="6">经理：</td></tr>
</table>

"ELITA-COP" DOO
Br: 1943/22
18 -10- 2022
BEOGRAD-ZEMUN

UGOVOR O IZVOĐENJU RADOVA

Zaključen, dana 18.10.2022. godine, u Beogradu, između sledećih ugovornih strana

1. China civil engineering construction corporation Balkan ogranak Beograd, sa sedištem u ul. Batajnički drum 3, deo 6a, Zemun, matični broj 29507031, PIB 109874997, koga zastupa Zhongzheng Chen, zastupnik orgranka stranog pravnog lica, broj pasoša PE2146197 (u daljem teksu ***Izvođač***) s jedne strane

i

2. ELITA-COP DOO, Beograd-Zemun, sa sedištem u ul. Ugrinovački put 27, matični broj 17373285, PIB 101541747, koga zastupa direktor Vese Romić (u daljem tekstu: ***Podizvođač***) s druge strane

PREDMET UGOVORA
Član 1.

Izvođač angažuje i plaća, a Podizvođač, u skladu sa ponudom br. 1254/22 od 09.08.2022. godine, prihvaćenom od strane Izvođača, preuzima na sebe izvođenje radova na rušenju železničkog dvokolosečnog mosta na kanalu DTD na KM0+796, u sklopu projekta pruga Beograd-Subotica državna granica (Kelebija), investitora Železnice Srbije ad i Ministarstva građevinarstva, saobraćaja i infrastrukture Republike Srbije. Sav materijal nastao rušenjem koji je predmet ovog ugovora preuzima Podizvođač radova.

Podizvođač se obavezuje da će izvršiti radove navedene u tački 1.1. ovog Ugovora, u obimu u skladu sa projektom, dozvolom i ponudom, koja čini sastavni deo ovog Ugovora, sopstvenim angažovanjem i u skladu sa odredbama ovog Ugovora.

CONTRACTING AGREEMENT

Concluded in Belgrade on October 18, 2022, between:

1. **China civil engineering construction corporation Balkan branch Beograd**, address Batajnički drum 3, deo 6a, Zemun, registration number 29507031, tax ID no. 109874997, represented by Zhongzheng Chen, representative of a branch of a foreign legal entity, passport no. PE2146197 (hereinafter referred to as: ***Contractor***)

i

2. **ELITA-COP DOO**, Belgrade - Zemun, address Ugrinovački put no. 27, registration number 17373285, tax ID no. 101541747, represented by Vese Romić, director (hereinafter referred to as: **Subcontractor**)

CONTRACT SUBJECT
Article 1.

Contractor engages and pays, and the Subcontractor, in accordance with offer no. 1254/22 from August 8th, 2022, accepted by the Contractor, takes over the demolition of the railway double-track bridge on the DTD channel at KM0+796, as part of the Belgrade-Subotica state border railway project (Kelebija), of investor Railway Infrastructure Serbia Co., Ltd. and Ministry of Construction, Transport and Infrastructure of Government of the Republic of Serbia. All material resulting from the demolition that is the subject of this contract is taken over by the Subcontractor.

The Subcontractor undertakes to perform the works specified in point 1.1. of this Agreement, in the scope according to project, license and the offer, which forms an integral part of this Agreement, by own engagement and in accordance with the provisions of this Agreement.

UGOVORNA CENA **Član 2.**	**CONTRACT PRICE** **Article 2.**
Vrednost ugovorenih radova iznosi 1.200.000,00 EUR-a bez PDV-a. *slovima:(*miliondvestahiljadaeura, bez PDV-a), a u skladu sa ponudom (Prilog br. 1). PDV se obračunava i plaća u skladu sa zakonom. Podizvođač je isključivo odgovoran za sprovođenje mera zaštite na radu kako svojih zaposlenih, tako i lica koja se nađu na gradilištu u vezi sa izvođenjem radova koji su predmet Ugovorom.	The value of the contracted works amounts to EUR 1,200,000.00 excluding VAT. in letters: (one million two hundred thousand euros, excluding VAT), and in accordance with the offer (Attachment No. 1). VAT is calculated and paid in accordance with the law. The subcontractor is solely responsible for the implementation of safety measures at work as his own employees, as well as persons who are on the construction site in connection with the execution of works that are the subject of the Agreement.
NAČIN I USLOVI PLAĆANJA **Član 3.**	**METHOD AND TERMS OF PAYMENT** **Article 3.**
Plaćanje se vrši u dinarskoj protivvrednosti po srednjem kursu Narodne banke Srbije na sledeći način: - 20% od vrednosti ugovora, odnosno 240.000,00 EUR (bez PDV), u skladu sa prihvaćenom ponudom, u roku od 7 dana od dana potpisivanja ugovora, ali ne pre prijema bankarske garancije za avansno plaćanje. --Ostatak putem privremenih/okončane situacije, prema stepenu izvedenosti radova izraženim u procentualnom iznosu, u skladu sa rasporedom plaćanja dospelih situacija. - Izvođač je dužan da u roku od 7 dana pregleda, eventualno ispravi i overi situaciju. - Izvođač će overenu situaciju platiti u roku od 30 dana od dana overe i prihvatanja situacije, a u skladu sa privaćenom ponudom Podizvođača. Ovim Ugovorom ugovara se ukupna cena izvođenja radova u fiksnom iznosu, za obim izvođenja radova koji je opisan u ponudi koja je sastavni deo ovog ugovora.	Payment according to the average dinar equivalent, the exchange rate of the National bank of Serbia, on the date of calculation is as follows: - 20% of the contract value, i.e. EUR 240.000,00 (excluding VAT), in accordance with the accepted offer, within 7 days from the day of signing the contract, but not before receipt of the bank guarantee for advance payment. - The rest according to the interim/final certificate expressed in percentages based on the degree of completion of the works, payment schedule in accordance with the due certificate. - The Contractor is obliged to inspect, possibly correct, accept and certify payment certificate within 7 days. - The Contractor will pay for the approved certificate (of payment) within 30 days from the date of approvement and acceptance of the certificate, in accordance with the offer of the Subcontractor. This Agreement stipulates the fixed total price of the work performance, for the scope of the work performance described in the offer, which is an integral part of this contract.
VIŠKOVI, MANJKOVI, NAKNADNI I NEPREDVIĐENI RADOVI **Član 4.**	**SURPLUS, SHORTAGES, SUBSEQUENT AND CONTINGENT WORKS** **Article 4.**

Ugovorena paušalna cena je fiksna i neće se menjati u slučaju viškova i manjkova radova. Svi eventualni naknadni i nepredviđeni radovi mogu se izvoditi odobrenjem nadzornog organa upisom u građevinski dnevnik, a vrednost takvih radova biće predmet aneksa ugovora.	The agreed contract price is fixed and will not change in case of surpluses and shortages of works. All possible subsequent and unforeseen works can be carried out with the approval of the supervisory authority by entering them in the construction diary, and the value of such works will be the subject of the annex to the contract.
FINANSIJSKE GARANCIJE **Član 5.**	**FINANCIAL GUARANTEES** **Article 5.**
Podizvođač se obavezuje da u roku od 7 dana od dana potpisivanja ugovora preda izvođaču bankarsku garanciju za dobro izvršenje posla u visini 10% od vrednosti ugovorene cene bez PDV, sa trajanjem tri meseca duže od dana isteka roka za konačno izvršenje posla. Podizvođač se obavezuje da u roku od 7 dana od dana potpisivanja ovog Ugovora preda Izvođaču bankarsku garanciju kao sredstvo obezbeđenja za avans u visini 20% od vrednosti ugovorene cene bez PDV.	Within 7 days from the date of signing this Agreement, the subcontractor undertakes to hand over to the contractor bank guarantee for good performance in the amount of 10% of the value of the agreed price without VAT, with a duration of three months longer than the date of expiry of the deadline for final performance of the work. The Subcontractor undertakes to deliver to the Contractor bank guarantee for advance payment within 7 days from the date of signing this Agreement in the amount of 20% of the value of the agreed price without VAT.
ROK IZVOĐENJA RADOVA **Član 6.**	**PERFORMANCE DEADLINE** **Article 6.**
Radovi će se izvoditi u skladu sa dinamikom radova koju dostavlja Podizvođač, pre početka radova, uz saglasnost izvođača radova, ali radovi počinju sa izvršenjem ugovora i uplatom avansa, dostavljanje dozvole za rušenje, a u skladu sa odredbama člana 1. ovog ugovora i dostavljanjem potrebne dokumentacije potrebne za početak radova. Podizvođač ima pravo na produženje ugovornog roka za izvođenje radova u slučaju nastupanja više sile. Viša sila označava nepredvidivi, neizbežni događaj ili situaciju izvan kontrole Podizvođača, koja nije uzrokovana nemarom ili nepažnjom Podizvođača. Takvi događaji mogu uključivati, ali nisu ograničeni na, ratove, vojne konflikte, akte državnih organa vlasti I upravljanja, požare, poplave, zemljotrese, uragane i druge elementarne nepogode, epidemije i ograničenja usled karantina.	The works will be carried out in accordance with the dynamic of the works carried out by the sub-contractors, prior to the commencement of the works, with the consent of the contractor, but the works commence with the execution of the contract and the payment of advance payments, the delivery of the demolition permit, and in accordance with the provisions of Article 1 of this Agreement and Delivery of necessary documents required for commencement of work. The Subcontractor has the right to extend the contractual term for the performance of works in the event of force mejaure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Subcontractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Subcontractor. Such events may include, but not be limited to, wars, military conflicts, the acts of

Ugovorna strana koja ne može da izvrši svoje obaveze u skladu sa ovim Ugovorom zbog okolnosti više sile, obavezna je da odmah, a najkasnije u roku od 2 (dva) dana obavesti drugu stranu o postojanju okolnosti više sile u pisanoj formi, kao i njihovom procenjenom ili očekivanom trajanju, uz istovremeno dostavljanje dokaza o postojanju više sile.

Neobaveštavanje i/ili neblagovremeno obaveštavanje druge Strane u skladu sa prethodnim paragrafom povlači za sobom gubitak prava Ugovorne strane da se poziva na višu silu.
Ako okolnost više sile traje duže od 30 (trideset) dana, bilo koja Ugovorna strana ima pravo da jednostrano raskine ovaj Ugovor, pri čemu mora da obavesti drugu Ugovornu stranu najmanje 5 (pet) dana pre datuma eventualnog raskida.

Za vreme trajanja više sile svaka ugovorna strana snosi svoje troškove.

OBAVEZE UGOVORNIH STRANA
Član 7.

Obaveze izvođača su:

- primi i plati radove koje je podizvođač izvršio na način i prema odredbama ovog ugovora;
- Nakon potpisivanja ugovora, Podizvođača radova uvede u posao;
- Prema zapisniku sa sastanka, prema kotaciji i dinamici izvođenja projekta, dostaviti podizvođačima izjavu o radu na izvođenju projekta;
- Omogući podizvođaču da radi na rušenju u toku od 24 sata (uključujući vikende i državne praznike);
- obezbedi dozvolu za uklanjanje objekta čije je rušenje predmet ovog ugovora ili istu pribavi preko Investitora te dostavi Podizvođaču;
- odredi odgovorno tehničko lice na gradilištu koje će biti zaduženo za saradnju i komunikaciju sa

state authorities and government, fires, floods, earthquakes, hurricanes and other natural disasters, epidemics and quarantine restrictions.

The Party prevented from fulfilling its obligations under this Agreement due to force majeure shall be obliged to immediately, at the latest within two (2) days, inform the other Party in writing of force majeure, as well as of its estimated or expected duration, while simultaneously providing proof of force majeure.

Failure to inform and/or untimely notify the other Party in accordance with the previous paragraph shall entail loss of rights of the Party to refer to force majeure as the cause of non-performance.
If force majeure lasts for more than 30 (thirty) days, each Party shall have the right to terminate this Agreement unilaterally, whereby it shall notify the other Party thereof at least 5 (five) days before the date of possible termination.

During force majeure, each Party shall bear their own costs.

OBLIGATIONS OF THE CONTRACTING PARTIES
Article 7.

Obligations of the contractor are to:

- receive and pay for the works performed by the subcontractor in the manner and according to the provisions of this contract;
- After signing the contract, introduce subcontractor with the work;
- According to the minutes of the meeting, according to the quotation and the dynamics of the project execution, submit to the subcontractors a statement on the work on the execution of the project;
- Enable Subcontractor to work on the demolition within 24 hours (including weekends and public holidays);
- provide a permit for the removal of the object whose demolition is the subject of this contract or obtain it through the Investor and deliver it to the

Podizvođačem; - Na desnoj obali kanala bez prilaza mostu, od kraja asfaltnog puta u Privrednikovoj ulici do mosta, izgraditi prolaz za mehanizaciju podizvođača;	Subcontractor; - appoint a responsible technical person at the construction site who will be in charge of cooperation and communication with the Subcontractor; - On the right bank of the canal without access to the bridge, from the end of the asphalt road in Privrednikova street to the bridge, build a passage for the Subcontractor's machinery;
Obaveza podizvođača je da: - rešenjem odredi odgovornog izvođača radova; - da prijavi zaposlene na obavezno socijalno osiguranje; - da u trenutku otpočinjanja radova poseduje zaključene ugovore o osiguranju u slučaju nezgode radnika i službenika na gradilištu i to zaključenim sa registrovanim osiguravajućim kućama na teritoriji RS; - zaposli kvalifikovanu i dobro obučenu radnu snagu za izvođenje radova; - koristi adekvatnu opremu i alate, - obezbedi svojim radnicima odgovarajuću odeću i obuću prema zahtevu izvođača; - obezbedi svojim zaposlenima zdravstveni pregled na radnom mestu propisan zakonom; - osigura da radnici na gradilištu poštuju sve relevantne i primenjive propise u njegovo ime; - Tokom izvođenja radova sprovodi sve zakonske i podzakonske mere za zaštitu zdravlja i bezbednosti na radu za ovu vrstu delatnosti, a sve su u skladu sa Zakonom o bezbednosti i zdravlju na radu i Aktom o proceni rizika i Elaboratom o uređenju gradilišta Podizvođača kao i mere protivpožarne zaštite i zaštite životne sredine; - u obimu i ceni navedenim u ovom ugovoru koristi vlastitu radnu snagu, alate i opremu isključivo za određene vrste radova, obavlja sve poslove iz člana 1. ovog ugovora, a izvršene radove preda zvođaču, prema odredbama ugovora i Zapisnika o primopredaji projekta; - otkloni primedbe i nedostatke u izvedenim radovima u roku od 10 (deset)	The Subcontractor's obligations are to: - Determine the responsible subcontractor by decision; - registration of mandatory social insurance for employees; - that at the time of starting the works, he has concluded insurance contracts in case of accidents of workers and officials at the construction site, concluded with registered insurance companies in the territory of the RS; - employ qualified and well-trained workforce to perform the works; - use adequate equipment and tools; - provide its workers with appropriate clothing and footwear according to the contractor's request; - provide its employees with a medical examination at the workplace prescribed by law; - ensure that workers on the construction site comply with all relevant and applicable regulations in his name and on his behalf; - During the execution of the works, he implemented all legal and by-law measures for the protection of health and safety at work in such jobs, and all of them are in accordance with the Act on risk assessment and the Elaborate on the arrangement of the Subcontractor's construction site, as well as fire protection and environmental protection measures; - in the scope and price specified in this contract, use own workforce, tools and equipment exclusively for certain types of work, perform all tasks from Article 1 of this contract, and hand over the completed works to the client, according

dana, a koji su se pojavili zbog krivice Podizvođača. - odredi odgovorno lice za izvođenje radova (odgovornog izvođača) na gradilištu i lice odgovorno za bezbednost i zdravlje na radu; - vodi građevinski dnevnik; - po potpisivanju Ugovora, a pre uplate avansa izradi dinamiku izvođenja radova i metodologiju uklanjanja postojećeg objekta sa Elaboratom o uređenju gradilišta za radove na rušenju. U slučaju da Podizvođač dostavi dinamiku izvođenja radova i metodologiju uklanjanja postojećeg objekta sa Elaboratom o uređenju gradilišta za radove na rušenju, a Izvođač nakon toga jednostrano raskine ugovor, Podizvođač ima pravo na naknadu štete za izgubljenu dobit, rezervisana sredstva i neugovorene druge poslove u iznosu od 10% od ugovorene cene iz. čl. 2 ovog Ugovora; - pre početka radova prijavi radove nadležnoj inspekciji rada; - obavesti izvođača čim se radovi završe da je završio radove i da je spreman da ih prihvati; - Ukloni sav materijal nastao rušenjem mosta iz čl. 1 ovog Ugovora; - Profesionalno i kvalitetno izvršavanje svih ugovornih obaveza u skladu sa važećim standardima i rokom trajanja ugovora za vrstu posla;	to the provisions of the project handover contract; - eliminate objections and defects in the performed works within 10 (ten) days, which appeared due to the fault of the Subcontractor. - determine the person responsible for the execution of works (responsible contractor) on the construction site and the person responsible for safety and health at work; - Keep a constructin log book; - after signing the Contract and prior payment of the advance payment prepare the dynamics of the works and the methodology of removing the existing building with the Elaborate on the arrangement of the construction site for the demolition works. In case the Subcontractor submits the dynamics of the works and the methodology of removing the existing building with the Elaborate on the arrangement of the construction site for demolition works, and the Contractor then unilaterally terminates the contract, the Subcontractor has the right to claim for compensation for lost profits, reserved funds and other uncontracted works in the amount of 10% of the agreed price from Article 2 of this Contract; - report the work to the competent labor inspection before starting the work; - notify the contractor as soon as the works are finished that he has completed the works and is ready to accept them; - Remove all materials resulting from the demolition of the railway double-track bridge on the DTD channel at KM0+796; - -Professional and high-quality execution of all contractual obligations in accordance with valid standards and contract duration for the type of work;
PRIJEM I PREGLED IZVEDENIH RADOVA **Član 8.**	**ACCEPTANCE AND REVIEW OF WORKS PERFORMED** **Article 8.**
Prijem i pregled izvedenih radova izmedju Podizvođača i izvođača vrši se u roku od 5 dana, od dana kada Izvođač primi obaveštenje od Podizvođača o završetku radova. Pregled	The reception and inspection of the performed works between Subcontractor and Contractor is done within 5 days from the day Contractor receives information of Subcontractor. The

obuhvata kontrolu usklađenosti izvedenih radova sa projektno-tehničkom dokumentacijom, kao i sa tehničkim propisima i koji se odnose na pojedine vrste radova.	review includes control of the compliance of the performed works with the design and technical documentation, as well as with technical regulations that refer to certain types of works.
O primopredaji izvedenih radova sastavlja se Zapisnik. Komisiju čini po jedan član, kojeg imenuje svaki saugovorač. Radu komisije za primopredaju može prisustvovati i lice kome je bio poveren stručni nadzor nad izvođenjem radova, kao i odgovorni izvođač radova. Njima pripada pravo da daju potrebna obaveštenja radi uspešnog rada komisije.	Minutes are drawn up on the handover of the completed works. The commission consists of one member appointed by each negotiator. The work of the handover commission can be attended by the person who was entrusted with the professional supervision of the execution of the works, as well as the responsible contractor. They have the right to give the necessary notifications for the successful work of the commission.
Smatra se da je Podizvođač u potpunosti izveo radove, kada ih Investitor potvrdi.	It is considered that Subcontractor has fully finished all works, when Investor confirmes them
RASKID UGOVORA **Član 9.**	**CONTRACT TERMINATION** **Article 9.**
Ugovorne strane mogu raskinuti ovaj Ugovor sporazumno, zaključenjem sporazuma o raskidu Ugovora u pisanoj formi, uz izmirenje dospelih potraživanja.	The Parties may terminate this Agreement by executing the agreement on termination of this Agreement in writing, after settlement of due claims.
Izvođač može jednostrano raskinuti ovaj Ugovor sa pisanom izjavom upućenom Podizvođaču i sa momentalnim dejstvom u slučaju da: a) Podizvođač ne izvršava svoje ugovorne obaveze; b) Podizvođač je prekršio date izjave i garancije.	The Contractor may unilaterally terminate this Agreement with a written statement addressed to the Subcontractor and with immediate effect in the event that: a) The Subcontractor does not fulfill his contractual obligations b) the Subcontractor has breach staemnets and guarantees.
Podizvođač može raskinuti ovaj Ugovor pisanom izjavom upućenom Izvođaču sa otkaznim rokom od 15 dana, u slučaju da Izvođač kasni sa plaćanjem izvedenih radova, više od 30 dana od roka predviđenog ovim Ugovorom.	The Subcontractor may unilaterally terminate this Agreement with a written statement addressed to the Contractor with a termination period of 15 days, in the event that Contractor is late in paying for performed works more than 30 days.
Podzvođač će imati pravo na primanje samo onog iznosa za stvarno izvedene radove do dana raskida Ugovora. Svaka od ugovornih strana ima pravo na naknadu nastale štete ukoliko dođe do raskida ugovora krivicom druge ugovorne strane (izgubljena dobit, angažovanje sredstava za predmetni posao, i dr.)	The Subcontractor will be entitled to receive only the amount for the work actually performed up to the date of termination of the Agreement. Both parties have the right to compensation for damages if the contract is terminated due to the other partys fault (lost profit, engagement of funds for the work in question, etc.)

Ukoliko Investitor odluči da ne demontira most KM0+796, izvođač može raskinuti ugovor bez odgovornosti.	If the Investor decides not to dismantle the KM0+796 bridge, the contractor can terminate the contract without liability.
BEZBEDNOST, ZDRAVLJE NA RADU I ZAŠTITA ŽIVOTNE SREDINE **Član 10.**	**SAFETY, HEALTH AT WORK AND ENVIRONMENTAL PROTECTION** **Article 10.**
Podizvođač je dužan da poštuje sve obaveze i odgovornosti u vezi sa bezbednošću i zdravljem na radu utvrđene Zakonom o bezbednosti i zdravlju na radu i Uredbom o bezbednosti i zdravlju na radu na privremenim i pokretnim gradilištima, te da primeni adekvatne preventivne mere da obezbedi takve uslove na radu kojima se u najvećoj mogućoj meri smanjuju mogućnosti za povredama na radu, profesionalna oboljenja i oboljenja u vezi sa radom, tako da Izvođač bude oslobođen svih odgovornosti prema trećim licima i državnim organima što se tiče osiguranja, bezbednosti, propisa o zaštiti životne sredine i radnopravnih propisa za deo posla koji je definisan ovim Ugovorom. Podizvođač mora da poštuje sve primenljive važeće zakone, propise i specifikacije u pogledu svih mera, postupaka i administrativnih koraka koji su potrebni za punu zaštitu i čuvanje životne sredine. U slučaju kršenja odredbi Zakona o bezbednosti i zdravlja na radu „"Sl. glasnik R"", br. 101/2005, 91/2015 i 113/2017–- dr. zakon) i Pravilnika o zaštiti na radu pri izvođenju građevinskih radova „"Sl. glasnik R"", br. 53/97), a u smislu nošenja propisne gradilišne odeće i zaštitnih sredstava (zaštitna obuća, šlemovi, fluo markeri itd.), Podizvođač je dužan Izvođaču isplatiti iznos od: 100,00 € (sto evra) po pojedincu koji ne poštuje predmetne odredbe. Ugovorne strane su saglasne da ne postoji ograničenje u kumulativnom iznosu navedene kazne. Između ostalog, u skladu sa Zakonom o zaštiti životne sredine kao i Zakonom o hemikalijama, ovo podrazumeva da svaku potencijalno opasnu materiju koja uđe na gradilište mora da prati bezbednosni list. Transport, skladištenje, korišćenje i odlaganje proizvoda i ambalaže mora se vršiti u skladu sa ovim bezbednosnim listovima. Otpad generisan na gradilištu mora da se propisno razvrstava, transportuje, skladišti, tretira, odlaže i evidentira prema predviđenom načinu postupanja, a u skladu sa Zakonom o	The Subcontractor is obliged to comply with all obligations and responsibilities related to safety and health at work established by the Law on Safety and Health at Work and the Decree on Safety and Health at Work on Temporary and Mobile Construction Sites, and to apply adequate preventive measures to ensure such conditions at work that minimizes the possibility of work-related injuries, occupational diseases and work-related diseases, so that the Contractor is freed from all responsibilities towards third parties and state authorities regarding insurance, safety, environmental protection regulations and labor laws regulations for the part of the work defined by this Agreement. The Subcontractor shall comply with all applicable laws, regulations and specifications in respect of all measures, procedures and administrative steps required for the full protection and preservation of the environment. In case of violation of the provisions of the Law on Safety and Health at Work ("Official Gazette of the RS", no. 101/2005, 91/2015 and 113/2017 - other laws) and the Rulebook on occupational safety during construction works ("Official . glasnik RS", No. 53/97), and in terms of wearing proper construction site clothing and protective equipment (safety shoes, helmets, fluo markers, etc.), the Subcontractor is obliged to pay the Contractor the amount of: €100.00 (one hundred euros) per to an individual who does not comply with the provisions in question. The contracting parties agree that there is no limit to the cumulative amount of the specified penalty. Among other things, in accordance with the Law on Environmental Protection as well as the Law on Chemicals, this implies that every potentially dangerous substance that enters the construction site must be accompanied by a safety sheet. Transport, storage, use and disposal of products and packaging must be carried out in accordance with these safety data sheets. Waste generated on the construction site must be properly sorted, transported, stored, treated,

upravljanju otpadom, Zakonom o ambalaži i ambalažnom otpadu i Uredbom o proizvodima koji posle upotrebe postaju posebni tokovi otpada, obrascem dnevne evidencije o količini i vrsti proizvedenih i uvezenih proizvoda, godišnjim izveštajem i načinom i rokovima dostavljanja godišnjeg izveštaja obveznicima plaćanja naknade, kriterijumima za obračun visine naknade i načinom obračunavanja i plaćanja naknade.	disposed of and recorded according to the intended procedure, and in accordance with the Law on Waste Management, the Law on Packaging and Packaging Waste and the Regulation on products that become special waste streams after use, form of daily records on the quantity and type of manufactured and imported products, annual report and the method and deadlines for delivering the annual report to those liable to pay the fee, criteria for calculating the amount of the fee and the method of calculating and paying the fee.
KLAUZULA O POVERLJIVOSTI **Član 11.**	**CONFIDENTIALITY CLAUSE** **Article 11.**
Strane će kao poverljive tretirati sve podatke iz Ugovora kao i sve informacije dobijene tokom realizacije Ugovora, sem u meri kada je neophodno ispunjenje obaveza iz Ugovora ili radi postupanja u skladu sa važećim propisima RS. Podizvođač neće objaviti, niti će dozvoliti da se objave niti će otkriti pojedinosti u vezi sa radovima u bilo kojem privrednom ili tehničkom listu ili nekom drugom listu bez prethodne saglasnosti Izvođača. Podizvođač će obezbediti da ista obaveza poverljivosti bude preuzeta od strane njegovih zaposlenih, i smatraće se odgovornim za svaku povredu obaveze poverljivosti učinjene od strane njegovih zaposlenih.	The parties will treat all data from the Agreement as confidential, as well as all information obtained during the implementation of the Agreement, except to the extent that it is necessary to fulfill obligations from the Agreement or to act in accordance with the applicable regulations of the RS. The Subcontractor shall not publish, nor shall it permit to be published, nor shall it disclose details of the Works in any commercial or technical newspaper or any other newspaper without the prior consent of the Contractor. The subcontractor shall ensure that the same obligation of confidentiality is assumed by its employees, and shall be held responsible for any breach of the obligation of confidentiality committed by its employees.
IZJAVE I GARANCIJE **Član 12.**	**REPRESENTATIONS AND WARRANTIES** **Article 12.**
Podizvođač izjavljuje i garantuje Izvođaču da: • je organizovan i zakonito posluje u skladu sa zakonima svoje jurisdikcije osnivanja, i ima ovlašćenja i prava da poseduje svoju imovinu, i vrši sve transakcije predviđene ovim Ugovorom; • ovaj Ugovor stvara zakonite i punovažne obaveze za njega, čije se izvršenje može zahtevati u skladu sa uslovima ovog Ugovora; • ima punu sposobnost da preuzme obaveze iz ovog Ugovora, a za izvršenje ili sprovođenje ovog Ugovora nije potrebno nikakvo dodatno ovlašćenje, saglasnost, odobrenje ili druga radnja trećeg lica, kao ni ovlašćenja, saglasnosti, dozvole i odobrenja organa nadležnih za Izvođača ili nekog drugog lica;	The Subcontractor declares and guarantees to the Contractor that: • is organized and lawfully operating in accordance with the laws of its jurisdiction of incorporation, and has the authority and right to own its property, and perform all transactions contemplated by this Agreement; • this Agreement creates legal and valid obligations for him, the performance of which may be required in accordance with the terms of this Agreement; • has the full capacity to assume the obligations from this Agreement, and the execution or implementation of this Agreement does not require any additional authorization, consent,

• mu ne preti moguća nesolventnost; • poseduje iskustvo u izvođenju i vršenju usluga predviđenih Ugovorom.	approval or other action of a third party, as well as the authorization, consent, permission and approval of authorities responsible for the Contractor or any other person ; • he is not threatened by possible insolvency; • has experience in performing and performing the services provided for in the Agreement.
STUPANJE UGOVORA NA SNAGU **Član 12.**	**DATE OF APPLICATION** **Article 12.**
Ovaj Ugovor stupa na snagu danom potpisivanja od strane Podizvođača i Izvođača i važi do potpunog izvršenja ugovorenih obaveza.	This Agreement enters into force on the day of signing by the Subcontractor and the Contractor and is valid until the full performance of the contractual obligations.
ZAVRŠNE ODREDBE **Član 13.**	**FINAL REGULATIONS** **Article 13.**
Na pitanja koja nisu regulisana ovim Ugovorom primenjivaće se odredbe Zakona o planiranju i izgradnji, Zakon o obligacionim odnosima i drugi zakoni koji važe na teritoriji Republike Srbije. U slučaju spora oko izvršenja ovog Ugovora, stranke su sporazumne da rešenje nastalog spora iznesu pred Privredni sud u Beogradu. Svaka strana se obavezuje da će čuvati strogu konfidencijalnost odredbi Ugovora, sve tehničke, finansijske i druge informacije koje su vezane za izvršenje ovog Ugovora.	The provisions of the Planning and construction law, Law on obligations and other laws valid in the territory of the Republic of Serbia. In the event of a dispute regarding the execution of this Agreement, the parties agree to bring the resolution of the dispute before the Commercial Court in Belgrade. Each party undertakes to keep strictly confidential the provisions of the Agreement, all technical, financial and other information related to execution of this Agreement.
SASTAVNI DEO UGOVORA **Član 14.**	**INTEGRAL PART OF THE AGREEMENT** **Article 14.**
Sastavni deo ovog Ugovora su: - Prihvaćena Ponuda Izvođača - Dinamički plan izvođenja ugovorenih radova - Elaborat o uređenju gradilišta. - Metodologija izvođenja radova.	An integral part of this Agreement are: - Contractor's offer accepted - Dynamic plan of execution of contracted works - -Elaborate on the arrangement of the construction site; - Work perfomance methodology.
Član 15.	**Article 15.**
Ovaj Ugovor sastavljen je u 4 (četri) istovetna primerka, od kojih se 2 (dva) primerka naleze kod Izvođača, a 2 (dva) kod Podizvođača. U slučaju neslaganja između srpske i engleske verzije, engleska verzija će imati prednost.	This Agreement is drawn up in 4 (four) identical copies, of which 2 (two) copies are with the Contractor and 2 (two) with the Subontractor. In case of discrepancy between the Serbian and English versions, the English language version will

	prevail.
U Beogradu, 18.10.2022. godine.	In Belgrade, October 18, 2022.
Za Izvođača Zhongzheng Chen, zastupnik orgranka stranog pravnog lica	**Contractor** Zhongzheng Chen, representative of a branch of a foreign legal entity
Za Podizvođača Vese Romić, direktor	**Subcontractor** Vese Romić, director

Elita Cop doo Beograd - Zemun
Društvo za inženjering, marketing, spoljnu i unutrašnju trgovinu

Ugrinovački put 27, Zemun – Srbija
Tel: +381 11 316.09.43; 316.51.91; 316.37.41
Fax: +381 11 316.37.41
Mail: elita@eunet.rs
Web: www.elitacop.com

"ELITA-COP" DOO
Br: 1254/22
09 -08- 2022
BEOGRAD-ZEMUN

China Civil Engineering Construction Corporation Balkan Ogranak
Batajnički drum 3, deo 6a, Zemun

Predmet: Ponuda za rušenje
Projekat: Železnica Beograd-Kelebija
Subject: Offer for demolition
Project: Railway line Belgrade-Kelebia

Poštovani, Dostavljamo Vam ponudu u paušalnom iznosu za izvođenje kompletnih radova na rušenju mosta na 0+796 km.
Dear Sir, We are sending you an offer in a lump sum for the execution of complete bridge demolition works on km0+796.

Rb No	OPIS DESCRIPTION	Ukupno bez PDV-a 20 % (EUR) Total without VAT 20% (EUR)
1	Rušenje mosta 0+796 km Demolition of bridge on km 0+796	1.200.000,00 €
	TOTAL	1.200.000,00 €

Napomene:
Cene su iskazane u EUR, bez obračunatog PDV-a 20%. Plaćanje se vrši u dinarskoj protivvrednosti, po srednjem kursu NBS na dan plaćanja.

- **Tehničko osoblje, menadžment projekta, kvalifikovana i pomoćna radna snaga su stručno osposobljeni, uredno prijavljeni, osigurani i zdravstveno sposobni. Sredstva za izvođenje radova su iz sopstvenih kapaciteta, redovno servisirana prema važećim zakonima i propisima.**
- **Pre početka radova izrađujemo propisani elaborat o uređenju gradilišta i u toku rada primenjujemo mere zaštite iz istog. Koordinator za bezbednost i zdravlje na radu vodi računa o primeni svih mera zaštite na gradilištu.**
- **Ukoliko naša kompanija bude izabrana za izvođenje radova na rušenju mosta, dostaćićemo Vam detaljno razrađenu metodologiju.**
- **Naša kompanija ima veliko iskusto u izvođenju radova na rušenju zahtevnih konstrukcija i objekata.**
- **Rok izvođenja radova:** prema dinamici gradilišta
- **Opcija ponude:** 30 dana
- **Valuta plaćanja:** Avans 20% pre početka izvođenja, preostali iznos po privremenim mesečnim situacijama I okončanoj situaciji, prema stepenu izvršenja za svaki mesec, u roku 30 dana od ispostavljene situacije.

Notes:
Prices are given in EUR without VAT 20%. Payment will be made in RSD equivalent, according to NBS middle exchange rate on the payment date.

- Technical staff, project management, qualified and auxiliary workforce are professionally trained, duly registered, insured and fit for health. The means for carrying out works are from our own capacity, regularly serviced according to valid laws and regulations.
- Before the beginning of the works, we prepare the required study on the construction site organization and during the work we apply HSE measures from the same. HSE coordinator takes care of the implementation of all safety measures at the construction site.
- If our company is chosen to carry out works on the demolition of the bridge, we will provide you with a detailed methodology.
- Our company has a lot of experience in carrying out works on the demolition of demanding constructions and buildings.
- Completion of works: in accordance with site time schedule
- Offer validity: 30 days
- Payment currency: Advance 20% before the start of execution, the remaining amount according to the temporary monthly situations and the completed situation, according to the degree of execution for each month, within 30 days from the situation.

U Beogradu, 09.08.2022. godine / In Belgrade, August 9th 2022.
Saglasan/-a sa ponudom: / Agree with the offer:

Za „Elita-Cop" d.o.o.: / For Elita-Cop Ltd.

Potpis i pečat / Signature and stamp

Vese Romić, direktor / director